

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New Contract ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency

Previous Contract/Project No.
600-340-06-1

☐ Re-Bid ☒ Other-Accessing the State of Florida Contract

LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No: RQPM1100118 TERM OF CONTRACT 30 Month(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Multifunctional Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies and Services

Description: To establish a competitive pricing schedule for multifunctional devices and pre-qualify bidders for future pricing competition to provide MDC with multifunctional devices, maintenance and support, and solutions based placement, as may be required.

Issuing Department: DPM Contact Person: Leonard Gonzalez Phone: 305-375-1441

Estimate Cost: \$400,000

GENERAL

FEDERAL

OTHER

Funding Source: X

X

ANALYSIS

Commodity Codes: 600-39,42,45,47,64,-655-50, 985-26

Contract/Project History of previous purchases three (3) years

Check here ☐ if this is a new contract/purchase with no previous history.

EXISTING

2ND YEAR

3RD YEAR

Contractor:

Small Business Enterprise:

Contract Value:

\$

\$

\$

Comments:

Continued on another page (s):

☐ YES

☐ NO

RECOMMENDATIONS

Set-aside

Sub-contractor goal

Bid preference

Selection factor

SBE

Basis of recommendation:

Signed: *Leonard Gonzalez*

Date sent to DBD:

Date returned to DPM:

Revised April 2005

RECEIVED
DEPT. BUSINESS DEV.



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
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www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

CERTIFICATION OF CONTRACT

TITLE: Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services

CONTRACT NO.: 600-000-11-1

RFP NO.: 20-600-000-Q

EFFECTIVE: August 4, 2010 through August 3, 2014

SUPERSEDES: 600-340-06-1

CONTRACTORS:

Canon U.S.A., Inc. (A)
Konica Minolta Business Solutions USA, Inc. (A)
Kyocera Mita America (A)
Lexmark International, Inc. (A)
Océ Imagistics Inc. d/b/a Océ North America Document Printing Systems (A)
Panasonic System Networks Company (A)
PC Mall Gov, Inc. (A)
Qualpath, Inc. (A)
Sharp Electronics Corporation (Q)
Toshiba America Business Solutions, Inc. (A)
United Solutions Company (A)
Xerox Corporation (A)

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER ISSUES WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Michelle MacVicar AT (850) 414-6131, E-MAIL: Michelle.MacVicar@dms.myflorida.com

- A. AUTHORITY - Upon affirmative action taken by the State of Florida Department of Management Services, a contract has been executed between the State of Florida and the designated contractors.
- B. EFFECT - This contract was entered into to provide economies in the purchase of Multifunction Copiers, Multifunction Printers, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services by all State of Florida agencies and institutions.

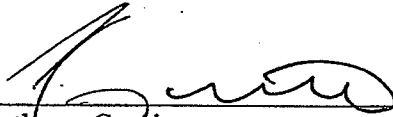
CONTRACT CERTIFICATION

Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services

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with the suppliers specified.

- C. ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. CONTRACTOR PERFORMANCE - Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, Request for Assistance, is to be filed with this office.
- E. SPECIAL AND GENERAL CONDITIONS - Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.



Anthony Garcia
Purchasing Director

8/23/10
(date)

**CONTRACT BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
Awarded Vendor**

This Contract is by and between the State of Florida, Department of Management Services (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Awarded Vendor (Contractor).

Whereas, the Contractor replied to the Department's Request for Proposal (RFP) No.: RFP 20-600-000-Q – Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services;

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract.

1.0 NAME OF PROJECT

Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services

2.0 SUMMARY OF THE CONTRACTUAL SERVICES (SCOPE OF WORK)

Establish a forty-eight (48) month State Term Contract (STC) for Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services. For additional information regarding scope of work, see Section 1.1 of the RFP

3.0 DELIVERABLES

Includes delivery of equipment as awarded by vendor, and related maintenance, software and supplies for the awarded equipment.

**4.0 SUMMARY OF PENALTY FOR FAILURE OF CONTRACTOR TO MEET
DELIVERABLES**

Penalties are as outlined in Sections 4 and 5 of the RFP and the Service Level Agreement.

5.0 EFFECTIVE DATE

This Contract shall begin on August 1, 2010 or on the last date in which it is signed by all parties, whichever is later.

6.0 EXPIRATION DATE

This Contract shall expire forty-eight (48) months from the effective date of the Contract, unless cancelled earlier, in accordance with its terms.

7.0 RENEWAL

Upon mutual written agreement, the Department and the Contractor may renew the Contract for up to forty-eight (48) months pursuant to the provision of PUR 1000 Section 26.

8.0 INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be created as a result of this contract. However, in such case as it is created, any intellectual property is subject to following provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
- B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf of the State of Florida.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
- E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 - 1. The written source code;
 - 2. The source code files;
 - 3. The executable code;
 - 4. The executable code files;
 - 5. The data dictionary;
 - 6. The data flow diagram;
 - 7. The work flow diagram;
 - 8. The entity relationship diagram; and
 - 9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.

9.0 PREFERRED PRICE

The Contractor agrees to submit to Customer at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

10.0 CONTRACT DOCUMENTS

This Contract, together with the following attached documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of this Contract shall control. If a conflict exists among any of the attached documents, the documents shall have priority in the order listed:

- A. **ATTACHMENT I:**
The signed Service Level Agreement.
- B. **ATTACHMENT II (the solicitation document – amendments thereto take precedence):**
RFP No.: 20-600-000-Q, as amended.
- C. **ATTACHMENT III:**
Contractor's Response to the RFP

11.0 CONTRACT MANAGEMENT

A. Contract Manager

The Department employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract. The Contract Manager shall be as follows:

Michelle MacVicar
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Ste 360
Tallahassee, FL 32399-0950
Telephone: (850) 414-6131
Fax: (850) 414-8331
E-mail: Michelle.MacVicar@dms.myflorida.com

The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

B. Contractor's Representative

State of Florida
Department of Management Services

Approved as to form and legality
by the Department General Counsel's Office

By: Linda H. South

Date

Date

Contractor:

Signature

Print Name

Date